

Gloucester

PREAMBLEGloucester County, Sheriff and

In consideration of their mutual covenants, the Sheriff of the County of Gloucester, (hereinafter referred to as the Sheriff) and Sheriff Officers' and Correction Officers' Association, (hereinafter referred to as the Association), agree

as follows  
Institute of Management and  
Labor Relations

MAR 01 1982

ARTICLE I

RUTGERS UNIVERSITY

RECOGNITION

1. The Sheriff agrees to recognize the Association as the exclusive bargaining agent for full-time employees classified as Sheriff's Officers and Correction Officers, hereinafter termed Officer (s), but excluding all other employees not specifically included above.
2. In accordance with law, the mandate of Chapter 123, Public Laws of 1974 including acknowledgement of the appropriate jurisdiction of the Public Employment Relation Commission (PERC), which controls the negotiation between the employer and the Association.
3. Where appropriate, the rules and regulations of the Civil Service Commission shall cover employees.

ARTICLE IIGRIEVANCE PROCEDURE1. Definitions

- A. Grievance - an allegation by an Officer that a specific provision of this agreement has been violated.
- B. Officer - any member of the bargaining unit.
- C. Employer - The Sheriff.

2. Purpose

- A. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
- B. Nothing contained herein shall be construed as limiting the right of any Officer to discuss his grievance informally with any appropriate member of the Administration and to have the grievance adjusted without the intervention of the Association.

X Jan. 1, 1981 - Dec. 31, 1982

3. PRESENTATION

The Officer shall have the right to present his grievance on his own or to designate an Association representative to appear with him in accordance with the following steps.

A. Step One

The Officer shall deliver a written and signed grievance to his first level supervisor within ten calendar days of the occurrence of the grievance. The first level supervisor shall render a written decision within ten calendar days after receipt of the grievance.

B. Step Two

In the event a satisfactory settlement has not been reached through Step One procedures, the Officer may file a written, signed grievance with the Elected Sheriff within five calendar days following the receipt of the decision at Step One. The Elected Sheriff shall render a written decision within ten (10) working days after the receipt of the grievance.

4. Miscellaneous

Failure of an Officer to adhere to the time limits prescribed above is understood to be waiver of any further appeal, and failure of a supervisor or Elected Sheriff to respond within the required time limits is understood to allow the Officer to process his grievance to the next step of the grievance procedure.

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ARTICLE III  
OVERTIME AND CALL-IN

1. Employees who are required to work more than 80 hours per two week period (exclusive of mealtime) shall be compensated within 60 days by time or money compensation at a rate of one and one-half (1½) of the regular hourly rate.
2. If an employee is called back to work at a time other than his assigned work tour and if such call-in time is not contiguous to the start of a work tour the employee shall be guaranteed a minimum of two (2) hours.

ARTICLE IV  
WAGES

1. For 1981, the salary scales shall be as shown in the attached Appendix. The Officers shall be placed on the scales as listed in the Appendix, effective January 1, 1981.
  2. Wages for 1981 shall be retroactive to January 1, 1981 only for those Officers who are actively employed in the bargaining unit as of October 27, 1981.
  3. For 1982, the salary scales shall be as shown in the attached Appendix.
  4. Longevity shall be paid after ten (10) years of service and would be payable the following July 1, if then currently employed. The longevity bonus shall be in the amount of \$600.00.
  5. Those Officers (except those on Step 7), with six (6) or more months of service in Steps one (1) through Six (6), progress one (1) step each January 1.
-

## ARTICLE V

### UNIFORMS

1. All current Officers shall continue to be provided: one (1) hat, one (1) blouse or jacket, one (1) necktie, two (2) winter trousers, three (3) long sleeve shirts and three (3) short sleeve shirts.  
Also, this issue shall be provided to each new Officer hired after execution of this Agreement.
2. Each Officer on the payroll November 1, 1981 shall receive between November 15, 1981 and May 15, 1982, two (2) winter trousers, three (3) long sleeve shirts, three (3) short sleeve shirts and one (1) hat.
3. In addition, a uniform maintenance allowance shall be paid each Officer as follows: a maximum of \$300.00 per annum, payable semi-annually, \$150.00 each January and July.

## ARTICLE VI

### MEDICAL BENEFITS

1.
  - (a) Blue Cross, Blue Shield, Major Medical and Rider "J", (current plan, or equivalent).
  - (b) A \$1.50 co-pay prescription plan (current plan, or equivalent).
  - (c) A vision care plan; (current plan, or equivalent).
2. The Employer agrees to provide disability coverage to all eligible employees under the State Temporary Disability Benefits Law. Coverage will be instituted January 1, 1982 to be financed by employer-employee contributions as required by law.

## ARTICLE VII

### HOLIDAYS

1. There shall be a minimum of fourteen (14) holidays per year with a schedule to be determined by the employer. In case an employee is required to work on a specified holiday, another compensatory day shall be designated by the employer within sixty (60) days.
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## ARTICLE VIII

1. All full time employees shall be credited vacation leave based on years of service, as follows:

During the first calendar year of employment: One (1) working day of vacation for each full month of service.

During each succeeding year, through the calendar year, prior to the year in which the 5th service anniversary falls: Twelve (12) working days of vacation.

During the year in which the 5th service anniversary falls, vacation will be allowed in accordance with the anniversary dates as follows:

<u>ANNIVERSARY DATE</u>	<u>VACATION DAYS</u>
Jan. 1 - Feb. 22	15
Feb. 23 - April 15	14 1/2
April 16 - June 6	14
June 7 - July 28	13 1/2
July 29 - Sep. 18	13
Sep. 19 - Nov. 9	12 1/2
Nov. 10 - Dec. 31	12

During each succeeding year, through the calendar year, prior to the year in which the 12th service anniversary falls: Fifteen (15) working days of vacation.

During the year in which the 12th service anniversary falls, vacation will be allowed in accordance with the anniversary dates as follows:

<u>ANNIVERSARY DATE</u>	<u>VACATION DAYS</u>
Jan. 1 - Feb. 3	20
Feb. 4 - Mar. 8	19 1/2
Mar. 9 - Apr. 10	19
Apr. 11 - May 13	18 1/2
May 14 - June 15	18

# VACATION (continued)

<u>ANNIVERSARY DATE</u>	<u>VACATION DAYS</u>
June 16 - July 18	17 1/2
July 19 - Aug. 20	17
Aug. 21 - Sept. 22	16 1/2
Sept. 23 - Oct. 25	16
Oct. 26 - Nov. 27	15 1/2
Nov. 28 - Dec. 31	15

During each succeeding year, through the calendar year, prior to the year in which the 20th service anniversary falls: Twenty (20) working days of vacation.

During the year in which the 20th service anniversary falls, vacation will be allowed in accordance with the anniversary dates as follows:

<u>ANNIVERSARY DATE</u>	<u>VACATION DAYS</u>
Jan. 1 - Feb. 3	25
Feb. 4 - Mar. 8	24 1/2
Mar. 9 - Apr. 10	24
Apr. 11 - May 13	23 1/2
May 14 - June 15	23
June 16 - July 18	22 1/2
July 19 - Aug. 20	22
Aug. 21 - Sep. 22	21 1/2
Sep. 23 - Oct. 25	21
Oct. 26 - Nov. 27	20 1/2
Nov. 28 - Dec. 31	20

Each succeeding year would receive, thereafter: Twenty-five (25) working days of vacation.

Where, in any calendar year, the vacation leave, or any part thereof, is not granted by reason of pressure of Sheriff's business, such vacation leave, or parts thereof, not granted, shall accumulate and shall be granted during the next succeeding calendar year ONLY.

An employee shall be allowed to carry over five (5) vacation days per year subject to the operational requirements of the employer. If carried over, reimbursement shall be at the prior year's rate of pay unless the carry over was requested by the employer.

VACATION (continued)

If requested by the employer, reimbursement shall be at the current year's rate of pay.

B. Upon the death of an employee, any earned vacation leave, not used, shall be calculated and paid to the estate.

An employee retiring, or otherwise separation, shall be entitled to pro rata allowance for the current year in which the separation, or retirement, becomes effective. Any vacation leave, which may have been carried over from the preceeding calendar year, will be included.

ARTICLE IX  
MILEAGE REIMBURSEMENT

1. When an Officer is required to use his personal automobile during a working tour for official business reimbursement for such use (exclusive of travel to and from work) shall be at 19¢ or the State rate if such is higher.

ARTICLE X  
SICK LEAVE

1. All employees shall be credited with sick leave on the following basis:  
One (1) day per full month during the initial calendar year of his/her employment; and one and one-quarter (1¼) sick days per full month for each subsequent calendar year thereafter.  
Any amount of sick leave allowance, not used in any calendar year, shall accumulate from year to year.

ARTICLE XI  
BEREAVEMENT LEAVE

Employees shall be entitled to three (3) days leave per incident with pay for death in the immediate family. The immediate family is defined as: mother, father, husband, wife, child, sister, brother, mother-in-law, father-in-law, grandmother, grandfather and foster child.  
Such bereavement leave shall be deducted from annual sick leave.

ARTICLE XII  
OTHER BENEFITS

1. Under the New Jersey Workers Compensation Law, employees of Gloucester County injured while in the course of their employment are entitled to be paid by the County's Workers' Compensation Insurance carrier. The Board of Chosen Freeholders has, by policy, declared that it will supplement the insurance check for one year.
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2. Leaves of absence, without pay, may be granted for a period not to exceed six (6) months, with expressed written approval of the respective Appointing Authority. Renewal, by the Appointing Authority, of such leave for another six (6) months, may also be granted. It is understood that child care leave for care of an infant, less than sixty (60) days of age, at commencement of such leave, is provided in this section.
3. Military leave of absence will be granted as required by statutes.

ARTICLE XIII  
MANAGEMENT RIGHTS

1. It is the intention of the parties hereto that all rights, powers, prerogatives and authority which the Board now has or had prior to the signing of this Agreement are retained by the Board except for those which are specifically abridged or modified by this Agreement. Such abridgement or modification shall be to the extent specifically set forth in this Agreement only, and such abridgements or modifications are to be strictly construed. It is agreed by and between the parties hereto that the management rights set forth above are not subject to the grievance procedures.
2. It is specifically agreed by the parties that nothing in this Agreement shall change or modify the rights and obligations under Civil Service Laws of the State of New Jersey.

ARTICLE XIV  
WAIVER OF CLAUSE

1. The parties agree that all negotiable items have been reduced to writing herein and that this Agreement constitutes the full understanding of the parties on all issues.
  2. If any provision of this Agreement is held to be illegal, it shall have no cause and effect but all other provisions shall continue in full force for the duration of the Agreement.
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## ARTICLE XV

### LIAISON

1. A committee comprised of a maximum of three (3) County administrators and a maximum of three (3) member Officers or Officer Sergeants, chosen by the Associations, shall meet on at least two (2) occasions each year during the months of April and October. Initiation may be made by either party, in writing, requesting date (s) convenient to both parties, and such letter of initiation shall suggest agenda items of mutual concern for discussion. It is expressly understood by both parties to this Agreement that such meetings are not intended to be negotiation sessions but only for closer communications between the parties. If written request is not made in advance of the months specified above, then it is understood that neither party to this Agreement believe such liaison meeting is necessary. Nothing herein precludes other mutually agreed meetings for better communications.

## ARTICLE XVI

### REOPENER PROVISION

If a substantial modification of job function between Correction Officer and Sheriff's Officer comes about during the two (2) years of this Agreement, and if such substantial change is agreed by the County to have taken place, then upon written request by either party the contract will be reopened on this issue only.

## ARTICLE XVII

### DUES DEDUCTION

1. The employer agrees to make payroll deduction of Association dues when authorized to do so by the employee on the appropriate form. The amount of such deduction shall have been certified to the employer by the Secretary/Treasurer of the Association. The employer shall remit the dues to the address designated by the Association no later than the last day of the month following the calendar quarter in which such deductions are made (or
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earlier, if reasonably possible) together with a list of employees from whose pay such deductions were made.

#### ARTICLE XVIII

##### FULLY BARGAINED CLAUSE

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that these terms and conditions of employment shall not be changed during the life of this Agreement except in accordance with Chapter 123, P.L. of 1974.

Provisions of this Agreement may be amended, modified, or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement.

#### ARTICLE XIX

##### DURATION

1. This Agreement shall be effective January 1, 1981 and continue in effect to December 31, 1982, subject only to the Association's right to negotiating a subsequent Agreement.
2. Negotiation for a subsequent Agreement shall commence during the month of November, 1982, by either party to this Agreement notifying the other in writing of its decision to modify or extend the provisions of this Agreement.
3. In witness whereof the Sheriff and Association have caused this Agreement to be executed by their representatives, all on the date below:

11-12-81

DATE

FOR THE SHERIFF OF THE COUNTY  
OF GLOUCESTER

George B. Amall

CORRECTION AND SHERIFF'S  
OFFICERS ASSOCIATION

Asa Robinson  
Robert D. Domanovic  
William L. Smith

# APPENDIX

## OFFICER WAGE SCALE

1981 STEP							
	1	2	3	4	5	6	7
	<u>11,670</u>	<u>12,199</u>	<u>12,756</u>	<u>13,552</u>	<u>14,082</u>	<u>14,612</u>	<u>15,143</u>
		Law	Mulgrew		Dougherty	Melvin	Gaudette
		Villanova	Wasson		Bair	Erickson	Cotton
		Vitullo	Woodring		Jones	Fiorile	Hall
		W. Robinson	Pratt			Malinowski	Lagoy
		Coco	Van Sciver			Di Giovacchino	Fortson
			Willis				Pearce
			Johns				Daisey
							Haskins
							Barnett
							Coan
							A. Robinson
1982 STEP							
	1	2	3	4	5	6	7
	<u>12,370</u>	<u>12,931</u>	<u>13,521</u>	<u>14,365</u>	<u>14,927</u>	<u>15,489</u>	<u>16,052</u>

PREAMBLE

In consideration of their mutual covenants, the Sheriff of the County of Gloucester, (hereinafter referred to as the Sheriff) and Sheriff Officers' and Correction Officers' Association, (hereinafter referred to as the Association), agree as follows:

ARTICLE IRECOGNITION

1. The Sheriff agrees to recognize the Association as the exclusive bargaining agent for full-time employees classified as Sheriff's Officer Sergeants and Correction Officer Sergeants, hereinafter termed Officer Sergeants, but excluding all other employees not specifically included above.
2. In accordance with law, the mandate of Chapter 123, Public Laws of 1974 including acknowledgement of the appropriate jurisdiction of the Public Employment Relation Commission (PERC), which controls the negotiation between the employer and the Association.
3. Where appropriate, the rules and regulations of the Civil Service Commission shall cover employees.

ARTICLE IIGRIEVANCE PROCEDURE

1. Definitions
  - A. Grievance - an allegation by an Officer Sergeant that a specific provision of this agreement has been violated.
  - B. Sergeant - any member of the bargaining unit.
  - C. Employer - The Sheriff.
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  - A. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
  - B. Nothing contained herein shall be construed as limiting the right of any Officer Sergeant to discuss his grievance informally with any appropriate member of the Administration, and to have the grievance adjusted without the intervention of the Association.

3. Presentation

The Officer Sergeant shall have the right to present his grievance on his own or to designate an Association representative to appear with him in accordance with the following steps:

A. Step One.

The Officer Sergeant shall deliver a written and signed grievance to his first level supervisor within ten calendar days of the occurrence of the grievance. The first level supervisor shall render a written decision within ten calendar days after receipt of the grievance.

B. Step Two

In the event a satisfactory settlement has not been reached through Step One procedures, the Officer Sergeant may file a written, signed grievance with the Elected Sheriff within five calendar days following the receipt of the decision at Step One. The Elected Sheriff shall render a written decision within ten (10) working days after the receipt of the grievance.

4. Miscellaneous

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ARTICLE V  
UNIFORMS

1. All current Officer Sergeants shall continue to be provided: one (1) hat, one (1) blouse or jacket, one (1) necktie, two (2) winter trousers, three (3) long sleeve shirts and three (3) short sleeve shirts.  
Also, this issue shall be provided to each new Officer Sergeant hired after execution of this Agreement.
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1. (a) Blue Cross, Blue Shield, Major Medical and Rider "J", (current plan, or equivalent).  
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HOLIDAYS

1. There shall be a minimum of fourteen (14) holidays per year with a schedule to be determined by the employer. In case an employee is required to work on a specified holiday, another compensatory day shall be designated by the employer within sixty (60) days.
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## ARTICLE VIII

1. All full time employees shall be credited vacation leave based on years of service, as follows:

During the first calendar year of employment: One (1) working day of vacation for each full month of service.

During each succeeding year, through the calendar year, prior to the year in which the 5th service anniversary falls: Twelve (12) working days of vacation.

During the year in which the 5th service anniversary falls, vacation will be allowed in accordance with the anniversary dates as follows:

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2. It is specifically agreed by the parties that nothing in this Agreement shall change or modify the rights and obligations under Civil Service Laws of the State of New Jersey.

#### ARTICLE XIV WAIVER OF CLAIMS

1. The parties agree that all negotiable items have been reduced to writing herein and that this Agreement constitutes the full understanding of the parties on all issues.
  2. If any provision of this Agreement is held to be illegal, it shall have no cause and effect but all other provisions shall continue in full force for the duration of the Agreement.
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## ARTICLE XV

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## ARTICLE XVII

### DUES DEDUCTION

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earlier, if reasonably possible) together with a list of employees from whose pay such deductions were made.

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FULLY BARGAINED CLAUSE

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Provisions of this Agreement may be amended, modified, or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement.

ARTICLE XIX

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2. Negotiation for a subsequent Agreement shall commence during the month of November, 1982, by either party to this Agreement notifying the other in writing of its decision to modify or extend the provisions of this Agreement.
3. In witness whereof the Sheriff and Association have caused this Agreement to be executed by their representatives, all on the date below:

11-12-81

DATE

FOR THE SHERIFF OF THE COUNTY  
OF GLOUCESTER

George B. Small  
\_\_\_\_\_  
\_\_\_\_\_

CORRECTION AND SHERIFF'S  
OFFICERS ASSOCIATION

Ray Robinson  
Robert P. Demarzio  
William R. Ruff

SERGEANT WAGE SCALE

1981

STEP      1                      2                      3                      4                      5                      6                      7

12,756                      13,339                      13,951                      14,829                      15,415                      16,000                      16,584

Evans                      Kircher                      Kersey                      Demarzio                      Williams                      Battaglia

Carlin                      Cama                      Juhas

Booker

Warfield

Colna

Esposito

Firman

Mancinho

1982

STEP      1                      2                      3                      4                      5                      6                      7

13,521                      14,139                      14,788                      15,719                      16,340                      16,960                      17,579